



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 19] नई दिल्ली, शनिवार, मई 10, 1997 (वैशाख 20, 1919)
No. 19] NEW DELHI, SATURDAY, MAY 10, 1997 (VAISAKHA 20, 1919)

इस भाग में विज्ञापन पृष्ठ संख्या दी जाती है जिससे कि यह अलग संख्या के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation.)

भाग IV [PART IV]

वैयक्तिक व्यक्तियों और वैयक्तिक संस्थाओं के विज्ञापन और सूचनाएँ
[Advertisements and Notices issued by Private Individuals and Private Bodies]

नाम परिवर्तन

CHANGE OF NAMES

मैं जब तक कि ज्योत्सना तिवारी के नाम से ज्ञात, सुपुत्री राजेश कुमार तिवारी कार्यालय रेलवे मेल सर्विस में छटाई सहायक एवं पर कार्यरत, निवासी वर्तमान पता 198 ए. सुदामा-नगर, इन्दौर-452 009 ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम श्रीमती ज्योत्सना विजय शिन्दे होगा।

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी बातों को पूरा कर लिया है।

कुमारी ज्योत्सना तिवारी
[हस्ताक्षर (वर्तमान पुराने नाम के अनुसार)]

I, hitherto known as GIRDHARI ROY S/o Sri A. K. ROY CHOUDHURY, employed as Assistant in the L.I.C. of India, Branch Office Gonda, residing at the 33/1, Kazi Khara, Lal Banglow, Kanpur-208 007, have changed my name and shall hereafter be known as GIRDHAR ROY CHOUDHURY.

It is certified that I have complied with other legal requirements in this connection.

GIRDHARI ROY
[Signature (in existing old name)]

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC

BY ORDER
Controller of Publication

I, hitherto known as MURARI LAL S/o Shri JASWANT SINGH, Student (M.B.B.S.) in the Maulana Azad Medical College, New Delhi-2, residing at the D-340, Nangloi, No. 2, Delhi-41, have changed my name and shall hereafter be known as MILIND BHARTI

It is certified that I have complied with other legal requirements in this connection.

MURARI LAL
[Signature (in existing old name)]

I, hitherto known as SUNIL KUMAR S/o Shri RAMDIN KURIEL, employed as Foreman-Senior in the Geological Survey of India, CHQ, Calcutta, residing at the 27, Chowringhee Road, P.S. Taltala, Calcutta-16, have changed my name and shall hereafter be known as SUNIL KUMAR KURIEL.

It is certified that I have complied with other legal requirements in this connection.

SUNIL KUMAR
[Signature (in existing old name)]

I, hitherto known as ARJUN MAJHI, S/o Sri DOMAN MAJHI, employed as Head Clerk under Dy. COS/S.E.Rly., Kharagpur, residing at Vill. Mangru, P.O. Kowali, P.S. Potka, Distt. Singhbhum East (Bihar), have changed my name and shall hereafter be known as ARJUN MURMU.

It is certified that I have complied with other legal requirements in this connection.

ARJUN MAJHI
[Signature (in existing old name)]

I, hitherto known as SAMNANI ANVAR S/o Shri RAHIM employed as Sepoy of Central Excise in the Jamnagar, residing at the Pritam Chamber, Opp. M. P. Shah Medical College, Jamnagar, have changed my name and shall hereafter be known as SAMTANI ANVAR RAHIM.

It is certified that I have complied with other legal requirements in this connection.

SAMNANI ANVAR
[Signature (in existing old name)]

I, hitherto known as RAMANAND CHAMAR S/o Late DEO SARAN CHAMAR, employed as Overseer in the Metal & Steel Factory, Ishapore, residing at the House of Bideshi Rabidas, Kanthadhar, Arabinda Pally, Ishapore, 24 Parganas (N), have changed my name and shall hereafter be known as RAMANAND DAS.

It is certified that I have complied with other legal requirements in this connection.

RAMANAND CHAMAR
[Signature (in existing old name)]

I, hitherto known as SUDARSHAN KUMAR NYATI S/o Shri BRIJ MOHAN NYATI, employed as Scientific Officer/SC in the Rajasthan Atomic Power Station, residing at the H2/35, Vikram Nagar, Rawatbhata, Via Kota (Rajasthan)-323 306, have changed my name and shall hereafter be known as SUDARSHAN NYATI.

It is certified that I have complied with other legal requirements in this connection.

SUDARSHAN KUMAR NYATI
[Signature (in existing old name)]

I, hitherto known as HUSENI IMAMSAB MUSALMAN S/o IMAMSAB, employed as Mechanic-I in the Kudremukh Iron Ore Company Limited, residing at the Kudremukh Project, have changed my name and shall hereafter be known as SYED HUSSAIN QUADRI.

It is certified that I have complied with other legal requirements in this connection.

HUSENI IMAMSAB MUSALMAN
[Signature (in existing old name)]

I, hitherto known as LADLEMASHAK IMAMSAB INDIKAR S/o IMAMSAB, employed as Casual Labour in the Kudremukh Iron Ore Company Limited, residing at the

Kudremukh Project, have changed my name and shall hereafter be known as LADLEMASHAK QUADRI.

It is certified that I have complied with other legal requirements in this connection.

LADLEMASHAK IMAMSAB INDIKAR
[Signature (in existing old name)]

I, hitherto known as MAHABOOB IMAMSAB INDIKAR S/o IMAMSAB, employed as Casual Labour in the Kudremukh Iron Ore Company Limited, residing at the Kudremukh Project, have changed my name and shall hereafter be known as MAHABOOB ALI QUADRI.

It is certified that I have complied with other legal requirements in this connection.

MAHABOOB IMAMSAB INDIKAR
[Signature (in existing old name)]

I, hitherto known as SUNIL P. PARMAR S/o PRABHU-DAS R. PARMAR, employed as Inspector in the Central Excise and Customs Commissionerate, Vadodara, residing at 'Krupasan', Limdawala Hospital Compound, Dr. Cook Road, Anand, have changed my name and shall hereafter be known as SUNIL P. CHRISTIAN.

It is certified that I have complied with other legal requirements in this connection.

SUNIL P. PARMAR
[Signature (in existing old name)]

I, hitherto known as GATAR RAM S/o Late GANESH PRASAD, employed as Packer in the Govt. of India Medical Store Depot, 9, Clyde Row, Hastings, Calcutta-700 022, have changed my name and shall hereafter be known as GATAR PRASAD.

It is certified that I have complied with other legal requirements in this connection.

GATAR RAM
[Signature (in existing old name)]

I, hitherto known as KAMAL KUMAR S/o Sh. MANGAL SINGH, employed as Station Engineer in the Doordarshan Maintenance Centre, Kolhapur, residing at the D-7, Govt. Quarters, Vichare Mal, Kolhapur, have changed my name and shall hereafter be known as KAMAL KUMAR SINGH.

It is certified that I have complied with other legal requirements in this connection.

KAMAL KUMAR
[Signature (in existing old name)]

I, hitherto known as JIRAJ SINGH S/o Late Shri SHIV-CHARAN SINGH, employed as Senior Accounts Officer Roster No. 423, in the Office of the Jt. C.D.A. (PD), Tigris Road, Delhi Cantt. under C.D.A. (PD), Meerut (U.P.), residing of House No. 9/182, Khichripur, Kalyan Puri Delhi, have changed my name and shall hereafter be known as JAIRAJ SINGH KALYANESHWAR.

It is certified that I have complied with other legal requirements in this connection.

JIRAJ SINGH
[Signature (in existing old name)]

I, hitherto known as JOKHAN AHIR S/o Latt BISWANATH, employed as Khalasi Helper T/No. 1682 in the Office of District Controller of Stores, Eastern Railway, Kanchra

para, residing at the line No. 473, Store Block, Brahmasthan, P.O. Kanchrapara, Distt. 24 Parganas (North), West Bengal, Pin-743 145, have changed my name and shall hereafter be known as JOKHAN YADAV.

It is certified that I have complied with other legal requirements in this connection.

JOKHAN AHIR
[Signature (in existing old name)]

I, hitherto known as RAM KHIWAN SAHU S/o Shri MAHAVEER PD. SAHU, employed as Labour Unskilled T. No. Q-4/47/63254 in the Ordnance Factory, Khamaria Jabalpur (M.P.), residing at the Guru Nanak Ward Panagar P.O., P.S., Teh. Panagar, Distt. Jabalpur (M.P.), have changed my name and shall hereafter be known as JAGDISH PRASAD SAHU.

It is certified that I have complied with other legal requirements in this connection.

RAM KHIWAN SAHU
[Signature (in existing old name)]

I, hitherto known as NARENDER SINGH PRITAM SINGH S/o Shri PRITAM SINGH JABBAL, employed as Miller Skilled in the Ordnance Factory, Ambhajari, Nagpur-21, residing at the Nagpur, have changed my name and shall hereafter be known as NARENDER SINGH JABBAL.

It is certified that I have complied with other legal requirements in this connection.

NARENDER SINGH PRITAM SINGH
[Signature (in existing old name)]

I, hitherto known as PAPPU MALIK S/o Shri BABULAL MALIK, employed as Pt. Peon in the Office of the Sr. Accounts Officer I/c. P.A.O. (O.Ra.) JAK Rifles, Jabalpur (M.P.), residing at the outram line Block No. 45/5, Jabalpur (M.P.), have changed my name and shall hereafter be known as BALRAM MALIK.

It is certified that I have complied with other legal requirements in this connection.

PAPPU MALIK
[Signature (in existing old name)]

I, hitherto known as MALAKAPPA, S/o SHREESAIL HOOGAR, Agriculturist, residing at Atharga Village in Indi Taluka, Distt. Bijapur (Karnataka State), have changed my name and shall hereafter be known as MALAKAPPA A/F BHIMARAY HOOGAR.

It is certified that I have complied with other legal requirements in this connection as well as school records.

MALAKAPPA
[Signature (in existing old name)]

I, hitherto known as Miss SANGEETA DIGAMBAR PARULEKAR daughter of Shri DIGAMBAR DEO PARULEKAR, employed as Data Entry Operator in the Central Excise Collectorate, Mumbai, residing at the A-9, Shaddha Building, Pandurang Wadi, Road No. 3, Goregaon (East), Mumbai-400 063, have changed my name and shall hereafter be known as Mrs. SUREKHA PRASANNA WALAVALKAR.

It is certified that I have complied with other legal requirements in this connection.

Miss SANGEETA DIGAMBAR PARULEKAR
[Signature (in existing old name)]

I, hitherto known as VEERAN MANIVANNAN S/o Shri P. VEERAN, employed as IAS Officer in Government of Tamilnadu Cadre & now working as Chairman and Managing Director of Tamilnadu Co-operative Oilseeds Growers' Federation Ltd., Chennai-600 097 and residing at No. 1725, 21st Main Road, Anna Nagar, Chennai-600 102, have changed my

name and shall hereafter be known as IRUNGALUR VEERAN MANIVANNAN.

It is certified that I have complied with other legal requirements in this connection.

VEERAN MANIVANNAN
[Signature (in existing old name)]

I, hitherto known as GAINDA SINGH S/o Late Shri HIRA LAL, employed as L.D.C. in the Directorate of Income-tax (RSP&PR), 304, 3rd Floor, Hans Bhawan, New Delhi, residing at the 492, Incometax Colony, (U) Pitam Pura, Delhi, have changed my name and shall hereafter be known as GULAB SINGH RANA.

It is certified that I have complied with other legal requirements in this connection.

GAINDA SINGH
[Signature (in existing old name)]

I, hitherto known as RAHMAT HUSSEN THAKUR S/o Late AMRUDIN THAKUR, employed as Mazdoor in the Office of 222 ABOD, C/o 99 AFO, residing at Amsingh Jorabat, P.O. Mukhliz, Guwahati-27, P.S. Noonmati Distt. Kamrup (Assam), have changed my name and shall hereafter be known as HUSSEN THAKUR.

It is certified that I have complied with other legal requirements in this connection.

RAHMAT HUSSEN THAKUR
[Signature (in existing old name)]

I, hitherto known as BEJON S/o Late HIKIM, employed as M.C.M., Holding Ticket No. 31126, Carriage Workshop, S.E. Railway, Kharagpur, under Dy. C.M.E. (Carriage), S.E. Railway, Kharagpur, residing at Vill. Tiyaleti, P.O. Bodhra, P.S. Jhargram, Distt. Midnapore (W.B.), have changed my name and shall hereafter be known as BEJON MURMU.

It is certified that I have complied with other legal requirements in this connection.

BEJON
[Signature (in existing old name)]

I, hitherto known as C. K. GANESAN S/o Shri C. V. KRISHNAN, employed as Data Entry Operator, Grade-A, in the Central Excise, Chennai-34, residing at No. 6, Chakravarthy Nagar, Ayanavaram Chennai-600 023, have changed my name and shall hereafter be known as C. K. GANESHAN.

It is certified that I have complied with other legal requirements in this connection.

C. K. GANESAN
[Signature (in existing old name)]

I, hitherto known as Captain (Mrs.) SHAINI VARGHESE NR-19620L, Wife of RISHIKESH PANDEY, employed as Senior Sister in the INHS Asvini Colaba, Mumbai-400 005, residing at 05 Revera, Churchgate, Mumbai-21, have changed my name and shall hereafter be known as CAPTAIN (MRS.) SHAINI PANDEY.

It is certified that I have complied with other legal requirements in this connection.

Captain (Mrs.) SHAINI VARGHESE NR-19620L
[Signature (in existing old name)]

I, hitherto known as HARI PRADHAN S/o Late KAIBALYA PRADHAN, employed as Senior Helper in the Hindustan Aeronautics Limited, Koraput Division, residing at the B-182, have changed my name and shall hereafter be known as HARE KRUSHNA PRADHAN.

It is certified that I have complied with other legal requirements in this connection.

HARI PRADHAN
[Signature (in existing old name)]

I, hitherto known as SAMALAL MUNDA S/o Shri BALABHADRA MUNDA, employed as Lower Division Clerk in the Office of the Deputy Commissioner of Income-tax Special Range, Sambalpur, residing at the Budharaja, Sambalpur P.O., Distt. Sambalpur, have changed my name and shall hereafter be known as SAMALAL BIRULY.

It is certified that I have complied with other legal requirements in this connection.

SAMALAL MUNDA
[Signature (in existing old name)]

I, hitherto known as TOSHI daughter of Sh. SITAL RAM, employed as Clerk in the Canara Bank, Virk Branch (Punjab), residing at the Village Pandwa, Teh. Phagwara, Distt. Kapurthala, have changed my name and shall hereafter be known as SANTOSH KAUR.

It is certified that I have complied with other legal requirements in this connection.

TOSHI
[Signature (in existing old name)]

I, hitherto known as Lt. Col. (Mrs.) KANIKA SINHA, NR-15021-N, daughter of Late BHUPENDRA KUMAR SINHA, employed as Matron in INHS Asvini Colaba, Mumbai-400 603, residing at 28, Bhagirathi, Colaba Road, Mumbai-400 005, have changed my name and shall hereafter be known as Lt. Col. (Mrs.) KANIKA MADHUKAR MOGHE.

It is certified that I have complied with other legal requirements in this connection.

Lt. Col. (Mrs.) KANIKA SINHA NR-15021-N
[Signature (in existing old name)]

I, hitherto known as BASAGOUDA MURIGEPPA NINGANURI @ MUTNALI S/o Sh. MURIGEPPA NINGANURI @ MUTNALI, employed as Cane Head Clerk in the Shri Hiranyakeshi Sahakari Sakkare Karkhane Niyamit, Sankeshwar, residing at the Nidasosi Village, Tal. Hukeri, have changed my name and shall hereafter be known as BASAGOUDA MURIGEPPA NINGANURI.

It is certified that I have complied with other legal requirements in this connection.

BASAGOUDA MURIGEPPA NINGANURI @
MUTNALI
[Signature (in existing old name)]

I, hitherto known as SAWAN BALARAM SINHA S/o Sh. BALARAM SINHA, employed as Watchman in the Embarkation HO PB No. 331, Mumbai-1, Docks Branch 179 PD Mello Road, residing at C.G.S. Colony, Bld No. 42, Room No. 1533, Sect No. 7, Antop Hill, Mumbai-37, have changed my name and shall hereafter be known as SAWAN BALARAM SINGH.

It is certified that I have complied with other legal requirements in this connection.

SAWAN BALARAM SINHA
[Signature (in existing old name)]

I, hitherto known as RAHAMAN KHAN S/o Late Sh. M. L. PURI, employed as Sr. Accountant in the SPIC Ltd., YMCA, Cultural Centre Building No. 1 Jai Singh Road, New Delhi-1, residing at J-11/48, Rajouri Garden, New Delhi-27, have changed my name and shall hereafter be known as KESHAV KUMAR PURI.

It is certified that I have complied with other legal requirements in this connection.

RAHAMAN KHAN
[Signature (in existing old name)]

CHANGE OF RELIGION

I, RAHAMAN KHAN S/o Late Sh. M. L. PURI, employed as Sr. Accountant in SPIC Limited, YMCA, Cultural Centre Building, No. 1, Jai Singh Road, New Delhi-110 001, residing at J-11/48, Rajouri Garden, New Delhi-110 027, do hereby solemnly affirm and declare that I have embraced Hinduism and renounced Islam with effect from 29-12-1996.

It is certified that I have complied with other legal requirements in this connection.

RAHAMAN KHAN
(Signature)

CORRIGENDUM

Read as Signature (in existing old name) "RAJA RAM DADU KAMBLE" instead of DADU GANGA RAM KAMBLE Change of Name Notice published in the Gazette of India, Part IV, Dated 15th March, 1997 at Page 40, Column-II.

THE EAST INDIA JUTE & HESSIAN EXCHANGE LTD.

Calcutta, the 18th September 1996

NOTICE

No. G/46/96-97.—The approval of the Director, Forward Market Commission, under Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952) read with the Government of India, Ministry of Commerce and Industry, Notification No. S.O. 1162, dated May 4, 1966, has been obtained on July, 1996 to the following amendment made to the Bye-laws to trading in Hedge Contract in Raw Jute and Jute Goods of the East India Jute & Hessian Exchange Ltd., Calcutta.

AMENDMENT

In the said Bye-laws a new Bye-law 93 (cc) be inserted as follows :

"93 (cc) No ring member shall bid in excess of 500 bales or 9,14,400 meters in a single bid."

J. P. SIL
Secretary

Calcutta, the 7th September 1997

NOTICE

APPROVAL OF AMENDMENTS TO BYE-LAWS FOR TRADING IN HEDGE CONTRACTS IN JUTE GOODS

No. G/41/96-97.—I circulate for the information of Members, Ring Members and all concerned, copies of letter No. 2/2/92-EJHE, dated September 6, 1996 and the enclosed amendments to Hedge Bye-laws of the Association which were received from the Forward Markets Commission, Bombay. I am further to inform that under Section 11(1) of Forward Contracts (Regulation) Act, 1952 (Act 74 of 1952) read with the Government of India, Ministry of Industry and Civil Supplies, Department of Civil Supplies and Co-operation, Notification No. S.O. 957, dated March 20 1975, the approved of the Director, Forward Markets Commission, has been obtained on September 6, 1996, in respect of the foresaid amendments.

J. P. SIL
Secretary

ANNEXE—1

Amendments to Hedge Bye-laws of East India Jute & Hessian Exchange Ltd., Calcutta

1. The words 'last buyer' and 'first seller' wherever appearing in these Bye-laws shall be substituted by the words 'buyer' and 'seller' respectively.

2. Bye-law 1(62)—To be deleted.

3. Bye-law 1(63)—To be deleted.

4. Bye-law 1(64)—To be deleted.

5. Bye-law 1(65)—To be deleted.

6. Bye-law 1(66)—A new clause defining "Delivery Order Rate" may be added as under:

"Delivery order rate" means the rate decided by the clearing house committee for the special clearing on 25th of the delivery month other than February and 23rd of the delivery month in case of February. In case the 25th of delivery month other than February or 23rd of the delivery month in case of February happens to be a normal clearing day there will be no special clearing and the clearing rate fixed for that day will be the 'delivery order rate'.

7. Bye-law 53—To be deleted.

8. Bye-law 53A—To be deleted.

9. Bye-law 99—The present provisions of Bye-law 99 may be substituted by the following:—

"No ring member shall enter into fresh contracts except for the purpose of squaring up outstanding open position, between the 26th and last day of the delivery month in cases other than February and between 24th and last day of delivery month in case of February. However, in case of those contracts where delivery has been offered, no contract for squaring up the outstanding position can be entered into either by the buyer or the seller."

10. Bye-law 101—The present provisions of Bye-law 101 shall be substituted by the following:

"Non-ring member and non-member who have outstanding sale contract through ring members shall intimate to the ring member concerned their intention to offer delivery and hand over the P.D.O.s to the ring member within such time as will enable the ring member concerned to discharge his obligations regarding intimation of delivery of goods and handing over of P.D.O.s in accordance with the time limits prescribed under these Bye-laws.

"Non-ring member or non-member who is a buyer through a ring member will arrange to make payment of 30 per cent of the value of the delivery offered; make payment of balance amount of 70% of the P.D.O.; and collect the PDO from the Association or buying ring member in such time as will enable the ring member concerned to carry out his obligations regarding payments and collecting PDO in accordance with the time limits prescribed in these Bye-laws."

11. Bye-laws 103—The present provisions of clause (a) of the Bye-law shall be substituted as follows and the clause (b) and clause (c) of the Bye-law shall be deleted:

"Bye-law 103(a)—All PDOs for jute goods when tendered against the Standard Contracts No. I & II shall be deemed to have been issued against payments and to be free from any liens or encumbrances and must be accompanied by certificates, to be dated not earlier than 25th of the delivery month other than February and 23rd day of the delivery month, in the case of February, from the Mill concerned to the effect that the relative goods are being held in stock in proper tenderable condition and will be so held till delivery against the said PDO is effected."

12. Bye-law 104(a) & (b)—To be deleted.

13. Bye-law 105—To be deleted.

14. Bye-law 106—The present provisions of Bye-law 106 may be substituted by the following:

"If the buyer or his nominated representative does not, within the prescribed time, collect the PDOs tendered to the clearing-house by the seller, the buyer shall be deemed to have refused to accept the P.D.O.s tendered."

15. Bye-law 107—The present provisions of Bye-law 107 may be substituted by the following:

"In cases where intimation regarding delivery has been given by the selling ring member and if the buying ring member or member client fails to (i) make payment of 30% of the value of goods by the appointed day; or (ii) make further payment of balance 70% of the value of goods by the appointed day; or (iii) collect P.D.O.s from the clearing house, the buying ring member and/or member client shall be deemed to have refused to accept delivery and will be jointly and severally liable to pay to the seller—

- (a) the difference between the Delivery Order Rate and the Due Date Rate provided if the above difference in the rate is in buyer's favour, buyer shall not be entitled to receive any amount; and
- (b) the said buyer shall pay to the seller a penalty at the rate of 3 (three) per cent of the due date rate or the delivery order rate, whichever is higher."

16. Bye-law 108—The present provisions of Bye-law 108 may be substituted by the following:

Bye-law 108: (1) In case where intimation regarding delivery has been given by the selling ring member and the seller is other than mill which has issued the PDOs, if the seller fails to deliver PDOs along with the requisite certificate from the concerned mill, by 4 p.m. on the due date, the seller shall be deemed to have failed to deliver PDOs and would be liable to pay to the buyer—

- (a) the difference between the Delivery Order Rate and the Due Date Rate provided if the above difference in the rate is in seller's favour, the seller shall not be entitled to receive any amount; and
- (b) the said seller shall pay a penalty to the buyer at the rate of 3 (three) per cent of the due date rate or the delivery order rate, whichever is higher.

(2) In case the seller is a Mill who has issued its own PDOs and where goods are not delivered to the buyer within 2 clear working days after the due date or where verification of goods is not given to the buyer within 2 clear working days of the due date, the Mill shall be deemed to have failed to deliver the goods against the PDO and shall be liable to pay to the buyer concerned—

- (a) the difference between the Delivery Order Rate and the Due Date Rate provided if the said difference in the rates is in Mill's favour, the mill shall not be entitled to get the amount; and
- (b) the said Mill shall pay to the buyer a penalty at the rate of three (3) per cent of the due date rate or delivery order rate, whichever is higher.

(3) The Mills that fail to deliver goods against PDOs issued by them will be liable to pay penalty and disciplinary action as provided in Bye-law 120A.

17. Bye-law 109—The present provisions of Bye-law 109 may be substituted by the following:

"All differences arising out of transactions effected in pursuance of Bye-laws 107 and 108 shall be settled between the members concerned through the clearing house in a manner so that all inward payments are made to the clearing house within 3 (three) clear working days from the due date and all outward payments are made within 6 (six) clear working days from the due date. In addition, in case of mills who have issued PDOs and are liable for payment of penalty, the amount of penalty payable to the Association shall be paid within 3 (three) working days after the due date."

18. A new Bye-law 109A shall be inserted between Bye-law 109 and 110, as follows :

"Bye-law 109A : All contracts other than those (i) where intimation regarding delivery was given by the selling ring member on the 26th of the delivery month in cases other than February and on the 24th of the delivery month in case of February; and (ii) that have not been squared up till the due date will be settled by payment/receipt of difference through the Clearing House, between the last clearing rate and the due date rate. In addition, in such cases the seller shall pay to the buyer a penalty at the rate of one per cent of the Due Date Rate."

19. Bye-law 113—The present provisions of the Bye-law may be substituted as follows :

"Bye-law 113 : On the 26th of a delivery month other than February, and 24th in the case of February, the Ring Members shall submit a final statement of outstanding transactions showing their outstanding sales to and purchases from other Ring Members as on the closing of working hours on the 25th day of the aforesaid delivery month other than February and the 23rd in the case of February. This statement of sales and purchases should include the details of the member or non-member clients on whose behalf the contracts are outstanding."

20. Bye-law 114—The present provisions of the Bye-law 114 may be substituted as follows :

"The seller of standard contracts No. I & II shall intimate to the clearing house his intention to delivery PDOs. This intimation shall be given to by 3 p.m. on 26th of the delivery month in cases other than February and on 24th of delivery month in case of February. This intimation should include all the relevant details like (a) name of buying ring member; (b) name of member client who will issue PDOs; (c) the quantity of the PDO; (d) quality-wise break up of the quantity of PDO; (e) the delivery order rate as declared by clearing house committee; etc."

21. Bye-law 115—The present provisions of the Bye-law 115 may be substituted as follows :

"The clearing house committee shall put up on the Notice Board, all intimation received from the sellers regarding issue of PDOs as provided in Bye-law No. 114. The intimations will be put up on the Notice Board in the evening of 26th of delivery months in cases other than February and in the evening of 24th of delivery month in case of February. Display on Notice Board shall be sufficient notice to the buyers. All the members must, therefore, check the Notice Board to see whether any delivery has been offered to them. The copy of the intimations displayed on the Notice Board may be collected by the concerned buying ring member or member client from the Clearing House."

The buying ring member should immediately inform his member or non-member client about delivery being offered and shall intimate to the Clearing House and the selling ring member by 12 noon next day, the name of the client member or non-member who will accept the PDOs. The selling ring member should intimate to his member or non-member client the name of the buying member or non-member, to facilitate billing."

Before 2 p.m. on 29th of delivery month in case other than February and on 27th of delivery month in case of February, the buying ring member or his member client shall deposit with the Association a Pay Order in favour of the Association, for an amount equal to 30% of the value of delivery order calculated on the basis of delivery order rate. The responsibility to deposit the Pay Order is of the buying ring member and his member-client, jointly and severally."

Bye-law 120—The existing Bye-law 120 shall be substituted as follows :

"Bye-law 120(1) : Before 4 p.m. on the due date of the delivery month, the seller who had given intimation as provided in Bye-law 114 for delivery of PDOs shall deposit the PDOs alongwith a certificate from the Issuing Mill (except in case where the seller is a mill who has issued its own PDO) with the Clearing House, for the qualities and quantities indicated by him in his intimation."

(2) Before 4 p.m. on the due date, the buyer will deposit with the Clearing House, cheque in favour of the seller, covering balance 70 per cent of the value of goods as per intimation received by him in accordance with Bye-law 114. In case the seller so desires, the buyer will give a Pay Order/Banker's cheque in lieu of the cheque before 2 p.m. on the day following the due date."

(3) At 5 p.m. on the due date of the delivery month, the buyer who has paid the cheque for balance 70 per cent will receive the PDO from the Association. In case the seller desires to have Pay Order/Bankers cheque in lieu of buyers cheque, the PDO will be handed over to the buyer on his tendering the Pay Order/Bankers cheque."

(4) In case seller is other than a selling Mill which has issued its own PDOs, cheque for 70 per cent of the value of the goods tendered by the buyer alongwith 30 per cent received by the Clearing House earlier will be made available to the seller by the Clearing House at 5 p.m. on the due date or thereafter."

(5) In case the seller is a Mill, the buyer at his discretion may either physically verify the goods or take delivery of goods. In case he has any difficulty in physical verification of goods or getting delivery of goods, the buyer should intimate, in writing, to the Clearing House difficulty, if any, not later than 2 clear working days after the due date. In case no such intimation is received from the buyer, cheque/Pay Order for 70 per cent and 30 per cent paid earlier will be handed over to the Mill by the Clearing House. In case no such intimation is received by the Clearing House from the buyer within the prescribed time, it shall be presumed that the buyer has no difficulty and no claim from buyer will be entertained thereafter."

(6) If the buyer intimates to the Clearing House that he has difficulty in verifying goods in the Mill or in getting delivery of goods, the Association will depute a person to visit the Mill to verify the facts. Such a person shall give to the Association his report about existence or otherwise of the goods that are free from lien or encumbrances and whether they can be delivered."

against the PDOs. In case the report of the authorised person indicates that the goods of the type of quality and quantity mentioned in the delivery order do not exist in the Mill or are not free from lien and/or encumbrances, the seller mills shall be deemed to have defaulted in delivering the goods against the PDO. The mill would be liable, to pay to the buyer provisions of Bye-law 108. The buyer in such an event will get the cheque/Pay Order for 70 per cent given by him on the due date and the cheque for 30 per cent paid earlier to the Association."

23. A new Bye-law 120A shall be inserted between Bye-laws 120 and 121 as follows :

"Bye-law 120A : In case a Mill is unable to deliver goods against the PDOs issued by it, the Mill, in addition to the amount and penalty that may be payable to the buyer under Bye-law 108, shall pay to the Association a penalty of Rs. 25,00/- in cases of PDOs involving upto 50 bales and at the rate of Rs. 500/- per bale thereafter. In addition, the name of the Mill may be removed from the list of Approved Mills."

24. Bye-law 122—To be deleted.

25. Bye-law 122A—To be deleted.

